

BellSouth Telecommunications, Inc.  
Suite 400  
150 South Monroe Street  
Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

**RECEIVED**  
AUG 29 2002

Marshall M. Criser III  
Vice President  
Regulatory & External Affairs

850 224 7798  
Fax 850 224 5073

**FPSC-COMMISSION CLERK**

August 29, 2002

Mrs. Blanca S. Bayo  
Director, Division of the Commission  
Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

020935-TP

Re: Approval of the Resale Agreement by BellSouth Telecommunications, Inc. ("BellSouth") and Universal Telecom, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Universal Telecom, Inc. are submitting to the Florida Public Service Commission their negotiated agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by Universal Telecom, Inc.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Universal Telecom, Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement, or any portion of the agreement, discriminates against a telecommunications carrier, not a party to the agreement, or the implementation of the agreement, or if any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties agree that neither of these reasons exists as to the agreement they have negotiated and therefore, this agreement shall be deemed effective by operation of law on November 27, 2002.

Very truly yours,

*Marshall M. Criser III*  
Regulatory Vice President (KA)

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DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
1-800 RECONEX, INC. AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED JANUARY 2, 2001**

Pursuant to this Amendment, (the "Amendment") 1-800 RECONEX, Inc. and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated January 2, 2001 ("Agreement").

WHEREAS, BellSouth and 1-800 RECONEX, Inc. entered into the Agreement on January 2, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 1, Resale, Section 6.6, is hereby deleted in its entirety and replaced, with new Section 6.6, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. Attachment 7, Billing and Billing Accuracy Certification, Section 1.8, Deposit Policy, is hereby deleted in its entirety and replaced with a new Section 1.8, Deposit Policy, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
3. All of the other provisions of the Agreement, dated January 2, 2001, shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives and shall be deemed effective the date of the last signature of both Parties.

BellSouth Telecommunications, Inc.

By: *E. A. Shiroishi*

Name: Elizabeth P. A. Shiroishi

Title: Assistant Director

Date: 8/14/02

1-800 RECONEX, Inc.

By: *William E. D'Amico*

Name: William E. D'Amico

Title: Vice-President & General Counsel

Date: 6-4-02

**Attachment 1 – Resale**

6.6 1-800 RECONEX, Inc. shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. The fact that a security deposit has been made in no way relieves 1-800 RECONEX, Inc. from complying with BellSouth's regulations as to advance payments. Any such security deposit shall in no way release 1-800 RECONEX, Inc. from its obligation to make complete and timely payments of its bill. 1-800 RECONEX, Inc. shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in 1-800 RECONEX, Inc.'s "accounts receivable and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event 1-800 RECONEX, Inc. fails to remit to BellSouth any deposit requested pursuant to this Section, service to 1-800 RECONEX, Inc. may be terminated, pursuant to Section 8.2.2 of this Attachment 1, and any security deposits will be applied to 1-800 RECONEX, Inc.'s account(s). In the event 1-800 RECONEX, Inc. defaults on its account, service to 1-800 RECONEX, Inc. will be terminated, pursuant to Section 8.2.2 of this Attachment 1, and any security deposits will be applied to its account. A customer may request, in writing, that BellSouth review their current credit worthiness and that BellSouth refund their security deposit(s) if such Customer meets all of the following criteria: 12 months prompt payment history of all undisputed charges; acceptable debt rating; Customer has not filed nor received protection from bankruptcy rules and statutes for a period of ten years. When conducting its review to consider refund of deposit(s), BellSouth will apply the same methodology it used to determine that a security deposit was required. If BellSouth's review determines the customer is now credit worthy, the Customer's deposit(s) will be refunded or credited to the Customer's account.

**Attachment 7 – Billing and Billing Accuracy Certification**

1.8 Deposit Policy. 1-800 RECONEX, Inc. shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit

shall in no way release 1-800 RECONEX, Inc. from its obligation to make complete and timely payments of its bill. 1-800 RECONEX, Inc. shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in 1-800 RECONEX, Inc.'s "accounts receivable and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event 1-800 RECONEX, Inc. fails to remit to BellSouth any deposit requested pursuant to this Section, service to 1-800 RECONEX, Inc. may be terminated, pursuant to Section 1.7.2 of this Attachment 7, and any security deposits will be applied to 1-800 RECONEX, Inc.'s account(s). In the event 1-800 RECONEX, Inc. defaults on its account, service to 1-800 RECONEX, Inc. will be terminated, pursuant to Section 1.7.2 of this Attachment 7, and any security deposits will be applied to its account. A customer may request, in writing, that BellSouth review their current credit worthiness and that BellSouth refund their security deposit(s) if such Customer meets all of the following criteria: 12 months prompt payment history of all undisputed charges; acceptable debt rating; Customer has not filed nor received protection from bankruptcy rules and statutes for a period of ten years. When conducting its review to consider refund of deposit(s), BellSouth will apply the same methodology it used to determine that a security deposit was required. If BellSouth's review determines the customer is now credit worthy, the Customer's deposit(s) will be refunded or credited to the Customer's account.